



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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September 5, 2002

IN REPLY PLEASE
REFER TO FILE: **AS-0**
001057

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT OF CONTRACT FOR
WILLOWBROOK AVENUE ET AL. MEDIANS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Amend Contract 001057 with Wurzel Landscape for maintenance of various medians, located near Willowbrook Avenue to add landscaping services for a newly constructed median along Alameda Street.
3. Delegate authority to the Director of Public Works to execute the amendment.
4. Authorize Public Works to encumber an additional annual amount of \$5,820 for this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this requested action is to amend Contract 001057 to provide landscape maintenance services to a newly constructed median on Alameda Street West, adjacent to the trench wall from Florence Avenue to Nadeau Street.

On March 20, 2000, Public Works entered into an agreement with Wurzel Landscape, Incorporated to furnish landscape and median maintenance at various medians located near the Willowbrook Avenue area. At the discretion of the Director of Public Works, this agreement allows new medians located within a five-mile radius of the contracted facilities to be added to the medians maintained by the contractor, provided that the cost estimate does not exceed the cost to provide the service for similar facilities that are subject to the contract. The contractor's price for providing the proposed increased service is consistent with its rate for the facilities currently maintained.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This amendment will improve internal operations through the utilization of this contractor's expertise to effectively provide median landscaping services in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The recommended amendment will increase this contract's annual not-to-exceed amount by \$5,820, from \$24,856 to \$30,676. This increase represents the contractor's price to perform these additional services. Funds to cover this amendment are available in Public Works' 2002-03 budget. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director on behalf of the County, the amendment (Enclosure A), which describes the expanded service area and modifies the contractor's compensation, will be properly signed by the contractor and approved as to form by County Counsel. In addition, a completed Contractor Employee Jury Service Program form will be signed by the contractor. The Jury Service Program requirements are included in the amendment.

ENVIRONMENTAL DOCUMENTATION

The additional work is categorically exempt from the CEQA as specified in Class 1(j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

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CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will not result in any impact on other current services or projects.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 1

cc: Chief Administrative Office
County Counsel

ENCLOSURE A

AMENDMENT TO CONTRACT 0001057

WILLOWBROOK AVENUE ET AL. -
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

WURZEL LANDSCAPE, INCORPORATED, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: Contract 001057 was entered into between the County and the Contractor on March 20, 2000, for Willowbrook Avenue et al. Medians - Landscape and Grounds Maintenance Services.

SECOND: Construction of a median has recently been completed on Alameda Mid-Corridor (Alameda Street West adjacent to the trench wall from Florence Avenue to Nadeau Street) which requires landscape maintenance services.

THIRD: The County, in accordance with Part I, Section 2.C, Facilities to be Maintained and Part II, Section 3.G, Changes and Amendments of Terms desires to add this median to the scope of work covered under this Contract.

FOURTH: The Contractor has agreed to provide these additional services in accordance with the frequencies reflected in Exhibit A and at an additional annual cost of \$5,820.

FIFTH: The parties agree to amend this Contract to include the addition of the Alameda Mid-Corridor median to the facilities to be maintained by the Contractor under the scope of work of this Contract. The addition of this median to this Contract will become effective upon approval of this amendment by the Board.

SIXTH: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

SEVENTH: For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

EIGHTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The Jury Service Program provisions shall be inserted into any such subcontract agreement.

NINTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

TENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

ELEVENTH: All other terms, requirements, specifications, conditions and prices of the original Contract shall remain in effect.

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IN WITNESS WHEREOF, the County and the Contractor have hereunto subscribed their names by and through their officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

WURZEL LANDSCAPE, INCORPORATED

By _____
Its President

By _____
Its Secretary